

Trans. No. from 1st Dec. 20 Apr. 2000
forwarded To Div. of Oil, Gas & Min.
22 Apr. 2000
(Increase To \$36,000.-)

ORIGINAL IN
BOND FILE

AMENDMENT TO STANDBY LETTER OF CREDIT

L/C #: E
LC ISSUED: 5/11/92
AMENDMENT 1

AMENDMENT DATE: 06 JAN 1999

BENEFICIARY:

Utah Division of Oil, Gas and Mining
3 Triad Center, Suite 250
Salt Lake City, Utah 84120-1203

APPLICANT:

Anthony Thomas Peck
76 South 600 East
Lehi, Utah 84043

THE ABOVE MENTIONED LETTER OF CREDIT IS HEREBY AMENDED AS FOLLOWS:

AMOUNT INCREASED BY: USD ***18,100.00

WRITTEN AMENDMENT AMOUNT: EIGHTEEN THOUSAND ONE HUNDRED AND
00/100 UNITED STATES DOLLARS

NEW AMOUNT: USD ***36,000.00

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED CREDIT AND
MUST BE ATTACHED THERETO. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NON-NEGOTIABLE COPY


AUTHORIZED SIGNATURE(S)

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APR 24 2000

DIVISION OF
OIL, GAS AND MINING

APPLICATION FOR AMENDMENT OF
LETTER OF CREDIT AND AMENDMENT OF
AGREEMENT AND NOTE

Date of Application 12-21-98	L/C#
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TO: **First Security Bank of Utah**

Advise by:

☒ Airmail ☐ Cable Short Details ☐ Cable Full Details

Pleasant Grove Office
Pleasant Grove Utah

Advising Bank (if blank, correspondent bank)

Applicant's Name:
Anthony Thomas Peck
76 South 600 East
Lehi, UT 84043

Beneficiary's Name and Address:

UTAH DIVISION OF OIL, GAS AND MINING
3 TRIAD CENTER, SUITE 350
SALT LAKE CITY, UT. 84180-1203

The undersigned ("Applicant") hereby requests that the above referenced letter of credit, previously issued for the account of Applicant, be amended (SUBJECT TO THE ACCEPTANCE OF SUCH AMENDMENT BY THE BENEFICIARY). All other terms and conditions of the Letter of Credit and of the Application, Agreement and Note (or of the Continuing Letter of Credit Agreement) remain unchanged.

- ☒ Amount of letter of credit increased by: \$18,100.00
☐ Expiry date extended to: _____
☐ Shipping date extended to: _____
☐ Other changes (specify): _____

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APR 24 2000

DIVISION OF
OIL, GAS AND MININGDated December 21, 19 98 "Applicant"

Anthony Thomas Peck, 76 S. 600 E. Lehi, UT 84043
Name and Address of Applicant

Anthony Thomas Peck
Signature and Title

This Application for Amendment of Letter of Credit and Amendment of Agreement and Note shall be deemed to be accepted by First Security Bank of Utah, N.A. and shall become effective upon the (1) execution of this application by First Security and (2) upon issuance of an amendment to the letter of credit in conformity herewith and (3) the acceptance of the amendment by Beneficiary (if required).

"First Security"

Dated December 21, 19 98 First Security Bank of Utah, N.A.By: Stacy DuteTitle: Vice-President

NOTE: If applicant is a bank or trust company, it should sign as applicant and its customer should place its address and signature on the line below.

Customer of "Applicant Bank"

By: _____

Title: _____

2. FEES AND EXPENSES PAYABLE BY APPLICANT.

In addition to the amount of the letter of credit, Applicant agrees to pay to First Security an opening fee (in an amount set forth in the current "Schedule of Fees and Commissions") together with a commitment fee equal to TWO percent per annum (2.0 %) per annum (based upon a 360 day year and actual days elapsed) of the unused portion of the amount of the letter of credit, payable annually in advance through the expiry date of the same, and in any event not less than SIXTY AND NO/100 U.S. Dollars (60.00) per quarter or part thereof. Applicant agrees to pay any and all fees charged by correspondent banks including, but not limited to, confirmation fees, commissions and out-of-pocket expenses. Such fees and commissions shall be due and payable in full upon billing and in the event that such fees and commissions remain unpaid after ten (10) days from the date of billing, Applicant agrees to pay, in addition, a sum equal to five percent (5%) of the sum of such fees and commissions multiplied by the number of (30 day) months that such fees and commissions remain unpaid. Applicant also agrees to reimburse First Security for any and all out-of-pocket expenses incurred including, but not limited to, postage, wire and cable charges, and including any and all attorneys' fees and costs incurred by First Security in connection with such letter of credit, whether incurred in connection with the drafting and review of documentation related to or given to secure the letter of credit, or incurred prior to the institution of any legal proceedings, during the pendency of such proceedings, and including any such expenses incurred upon appeal. Applicant agrees to reimburse First Security for any and all attorneys' fees and costs incurred notwithstanding the fact that such fees and expenses may be incurred by First Security in defense of claims brought by Applicant against First Security. (Applicant shall be relieved from its obligation to reimburse First Security for any such attorneys' fees and costs only in the event that First Security is determined to have acted in a malicious manner vis-a-vis Applicant.) All obligations of Applicant are additionally secured by any deeds of trust or other documentation which reference this agreement or the obligations of Applicant hereunder.

3. DEFAULT.

In the event of any failure of Applicant to pay the principal amount of the letter of credit upon demand or any failure to pay interest, expenses or other sums as agreed, or in the event of any failure by Applicant to observe the terms and conditions of any other obligations of indebtedness of Applicant to First Security, or in the event of the filing of any petition in bankruptcy by or against Applicant, at the option of First Security the principal sum of the letter of credit (whether or not such sum shall then have been advanced) shall become immediately due and payable together with interest. Any portion of such amount which shall not have been drawn against by Beneficiary upon the expiry of the letter of credit (or, at such later date that First Security is able to ascertain that all drawings under the letter of credit have been received at the counters of First Security) shall be refunded to Applicant without interest after the deduction of any sums otherwise payable to First Security by Applicant (if any) **IN THE ABSENCE OF ANY UNRESOLVED CONTROVERSY WITH RESPECT TO SUCH SUMS.**

4. DUTY OF ISSUER.

NEITHER FIRST SECURITY NOR ANY CORRESPONDENTS SHALL BE IN ANY WAY RESPONSIBLE FOR PERFORMANCE BY BENEFICIARY OF ITS OBLIGATIONS TO APPLICANT, INCLUDING ANY CLAIM OF APPLICANT TO THE EFFECT THAT THE TRANSACTION BETWEEN APPLICANT AND BENEFICIARY IS TAINTED BY FRAUD, FORGERY OR OTHER DEFECT. To the extent permitted by applicable law, APPLICANT WAIVES APPLICANT'S RIGHT TO CAUSE FIRST SECURITY TO BE ENJOINED FROM HONORING DRAFTS PRESENTED PURSUANT TO THE LETTER OF CREDIT. Applicant understands and agrees that First Security shall honor any documents which First Security believes to be, on their face, in compliance with the terms and conditions of the letter of credit. First Security shall have no liability or responsibility for the form, sufficiency, accuracy, correctness, genuineness, or authority of any person signing, falsification, or legal effect of any documents presented to First Security (notwithstanding notification by Applicant of the existence of any latent or apparent defect) and First Security shall be held harmless insofar as it acts in accordance with the terms of this Agreement. Applicant acknowledges that any attempt by Applicant to cause First Security to be enjoined from honoring any presentation of documents under the letter of credit may be opposed by First Security, **THE EXPENSE OF WHICH PROCEEDING SHALL BE BORNE BY APPLICANT.**

5. MISCELLANEOUS.

The letter of credit and performance by First Security, by any correspondents, by Applicant and by Beneficiary shall be governed by the "Uniform Customs and Practice for Documentary Credits" as established by the International Chamber of Commerce and such revisions thereof as are in effect as of the date of issuance. Applicant agrees that the obligations of Applicant, of First Security, of any correspondents and of Beneficiary may be governed or modified by foreign laws, customs and usages of the trade, and to the extent that the same are subsequently determined by First Security to be applicable, Applicant agrees and covenants to hold First Security and its correspondents harmless therefrom. All directions and correspondence relating to the letter of credit are to be sent at the risk and expense of Applicant and First Security assumes no responsibility for any inaccuracy, interruption, error or delay in transmission or delivery by post, telegraph, cable, or other means of communication, or for any inaccuracy of translation. The term "Applicant" shall include all of the undersigned and all obligations of Applicant shall be the joint and several obligations of each undersigned.

Dated _____, 19 ____.

"Applicant"

Account number to be charged
for fees and drawings.

By: ANTHONY THOMAS PECK
Anthony Thomas Peck

Title: _____

This Application, Agreement and Note shall be deemed to be accepted by First Security and shall become effective upon the (1) execution of this agreement, and (2) upon issuance of the letter of credit described on the reverse side hereof.

DATED _____, 19 ____.

"First Security"

FIRST SECURITY BANK OF UTAH, N.A.

By: Stefan Duto
Title: Commercial Loan Officer

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DIVISION OF
OIL, GAS AND MINING

First Security Bank of Utah

Applicant hereby applies to First Security for the issuance of an irrevocable letter of credit on substantially the terms and conditions above. This Agreement constitutes a promissory note in the principal sum of the amount of the letter of credit, which sum Applicant agrees to repay together with interest and expenses upon **DEMAND**. Applicant understands and agrees that in issuing its irrevocable letter of credit to the above named Beneficiary ("Beneficiary") for the account of Applicant, First Security undertakes to advance funds to Beneficiary which funds Applicant unconditionally agrees to repay to First Security on demand **NOTWITHSTANDING ANY DISPUTE BETWEEN APPLICANT AND BENEFICIARY. APPLICANT AGREES WITH FIRST SECURITY THAT THE ONLY PRECONDITION OF APPLICANT'S OBLIGATION TO REPAY TO FIRST SECURITY** the sum of any such advances to Beneficiary is First Security's written demand to Applicant for repayment. Applicant also understands that First Security has agreed to make advances only to Beneficiary (and not directly to Applicant) upon presentation to First Security (or to First Security's correspondent at First Security's option) of the documentation specified above (which by this reference is incorporated herein). All such advances shall bear interest from the date of such advance until repaid in full (calculated on the basis of a year of three hundred sixty (360) days) at an annual rate of interest equal to the rate of interest of First Security designated as "Prime" plus an increment of five percent (5%), fluctuating at the same incremental level above said "Prime" concurrent with each change in the "Prime" rate of interest as the "Prime" rate may be changed by the management of First Security from time-to-time (without prior notice to Applicant). The "Prime" rate of interest is used as a reference point from which the cost of credit may be calculated and is subject to change from time to time. First Security may make loans above, at or below its "Prime" rate. (Notwithstanding the foregoing, the applicable rate of interest shall never exceed the maximum rate of interest permitted by Utah law (if any) for loans to Applicant.) Interest shall be payable monthly on the first day of each calendar month and each installment of interest paid after the tenth day of any calendar month shall be overdue whereupon such installment shall bear a surcharge of five percent (5%) as a late fee. **APPLICANT AUTHORIZES FIRST SECURITY TO AUTOMATICALLY DEBIT ITS ACCOUNT(S) WITH FIRST SECURITY IN THE AMOUNT OF ANY AND ALL SUMS OWED TO FIRST SECURITY IN CONNECTION HERewith.**